

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 2/12/16
CONTRACT #: 8001971
CONTRACT FOR: Hard drive destruction services
NIGP CODE: 920-5000
CONTRACTOR: Aurjent VENDOR CODE #: 269254

SUBMITTED FOR ACCEPTANCE BY:

Paul C. Rhodes
PAUL RHODES, FINANCIAL & PURCHASING ANALYST
BUREAU OF PURCHASE AND PROPERTY

DATE 2/16/16

RECOMMENDED FOR ACCEPTANCE BY:

Robert Stowell
ROBERT STOWELL, ADMINISTRATOR IV
BUREAU OF PURCHASE AND PROPERTY

DATE 2/16/16

ENDORSED FOR ACCEPTANCE BY:

Lisa M. Pollard
LISA M. POLLARD, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 2-17-16

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.

Vicki Quiram
VICKI QUIRAM, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 2/18/16

NOTE: This is a service contract for the destruction of old hard drives from any agency. There is an option for onsite or offsite destruction. The previous contract spend was approximately \$5,700. This new contract will be \$0.75 less per drive than the previous contract, which if usage stays the same would be a savings of about \$2,400.00

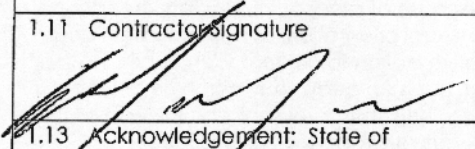
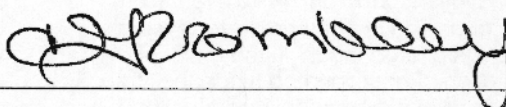
Subject: Hard Drive Destruction Services

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Aurjent		1.4 Contractor Address 246 Rt. 13 Brookline, NH 03033	
1.5 Contractor Phone Number 603-765-5404	1.6 Account Number N/A	1.7 Completion Date December 31, 2018	1.8 Price Limitation \$6,000.00
1.9 Contracting Officer for State Agency Paul A. Rhodes, Financial & Purchasing Analyst		1.10 State Agency Telephone Number 603-271-3350	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Edward M. Gagne Owner	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace Christine M. Gagnon-Trombley Notary Public, State of New Hampshire My Commission Expires Oct. 3, 2017 [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Christine Gagnon-Trombley ASST manager			
1.14 State Agency Signature Vicki V. Quiram Date: 2/18/16		1.15 Name and Title of State Agency Signatory Vicki V. Quiram, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

**EXHIBIT A
SCOPE OF SERVICES**

1. INTRODUCTION

Aurjent (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Hard Drive Destruction Services in accordance with the bid/proposal submission in response to State Request for Bid #1849-16 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Scope of Services
- c. EXHIBIT B Payment Terms
- d. EXHIBIT C Special Provisions
- e. EXHIBIT D RFB 1849-16

3. TERM OF CONTRACT

This contract shall commence upon the date approved by the Commissioner of Administrative Services and terminates on December 31, 2018, a period of approximately three (3) years.

The Contract may be extended for an additional two (2) one-year terms thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and with the approval of the Commissioner of the Department of Administrative Services.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK

Hard drive destruction services shall include the option for on-site or off-site destruction services, it shall be the agency's choice to choose the location of destruction.

On-Site shall mean destruction taking place in a mobile shredder at any State Agency's physical address.

Off-Site shall mean destruction taking place at the Contractor's physical location of business. The physical location of business shall be within a 60 mile radius of Concord, NH and be in the State of New Hampshire to avoid out of state travel.

- Employee Confidentiality.
 - o Confidentiality Agreement. All employees of the Contractor who have access to, or can provide access to, confidential materials must sign a Confidentiality Agreement. This shall be provided the end using agency.
 - o Criminal Record. All employees of the Contractor who have access to, or can provide access to, confidential materials must pass a criminal background check. No person

- Hard Drives for destruction shall be collected and stored by the agency in containers provided by the Contractor or in agency owned containers.
- Contractor shall provide an itemized list of hard drive serial numbers and tracking through the destruction process.
- All materials are securely contained during transfer from State location to transportation vehicle.
- Hard drives remain secured in the immediate custody of the Contractor's employees until the shredding equipment destroys them.
- Shredded materials shall be disposed/recycled in a legal manner.
- Contractor shall allow the State's personnel to inspect the vehicle, facility, and equipment before, during and after completion of shredding services.
- Contractor shall charge per hard drive for on-site shredding in accordance with pricing listed in Exhibit B.
- Dates and times for pick-up of hard drives shall be arranged between the using agency and the Contractor.
 - All days scheduled by the Contractor shall be during normal business days, Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m., except on official State of New Hampshire holidays.
- Contractor to provide "Certificate of Destruction" with every service.
- Shredding accomplished off-site shall include the option to be witnessed by a representative of the end using agency.
- Container must be locked after destruction and during delivery to the disposal/recycling plant
- Hard drives may be encased in a "skuzzy drive", which is a mounting sleeve and will need to be removed by Contractor.

Security of Facility for Off-Site

Contractor must provide a secure area within the facility devoted to destroying confidential materials and for holding records unattended until destruction can be accomplished.

- Materials are always attended by a Contractor's employee or physically secured from unauthorized access while in the custody of the Contractor before being shredded.
- All entrances and exits to the secure area must be monitored to prevent unauthorized access.
- A monitored alarm system shall be in place to be utilized when the facility is unoccupied.

Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference will be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

9. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

**EXHIBIT C
SPECIAL PROVISIONS**

There are no other special provisions of this contract.

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Aurjent is a New Hampshire trade name registered on January 11, 2016 and that Edward Magee presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of January, A.D. 2016

A handwritten signature in cursive script, appearing to read "Wm Gardner", written in dark ink.

William M. Gardner
Secretary of State

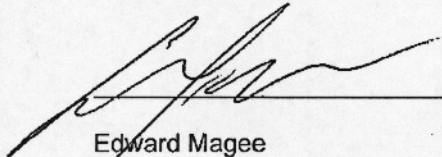
Aurjent
246 RT 13
Brookline, NH. 03033-2404
603-765-5404

January 26, 2016

To Paul Rhodes
Financial & Purchasing Analyst
State of NH, Department of Administrative Services
Bureau of Purchase and Property
State House Annex RM 102
25 Capitol St
Concord, NH 03301

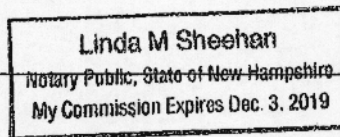
I, Edward Magee, am the sole owner and operator of Aurjent. I am the only person who can execute documents on behalf of Aurjent. This company is a DBA registered with the stat of NH. Under my name alone. This authority was in effect on January 26th 2016, and still is to this date.

Submitted by:


Edward Magee

Subscribed and sworn to before me on February 11 2016 (date), in Milford, NH.,
Hillsborough county By Linda M Sheehan (Notary)

Notary stamp





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C, No):																					
INSURED aurjent 246 rt 13 Brookline NH 03033	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Hiscox Insurance Company Inc</td><td>10200</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hiscox Insurance Company Inc	10200	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			UDC-1689436-CGL-16	01/25/2016	01/25/2017	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						GENERAL AGGREGATE \$ 2,000,000
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							EACH OCCURRENCE \$
							AGGREGATE \$
							PER STATUTE
							OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE